

Ordinance No. 104686

AN ORDINANCE granting to the United Properties, a joint venture, a renewable ten year permit to construct, maintain and operate a pedestrian sky bridge across the alley paralleling 5th and 6th Avenues and connecting Lenora and Virginia Streets, in Block 15, Heirs of Sarah A. Bell's Addition, specifying the conditions and providing for acceptance.

6-25-75 Pass As Amended

C.F. 281484

Council Bill No. 96473 Engrossed

INTRODUCED: JUNE 23, 1975	BY: BENSON
REFERRED: JUNE 23, 1975	TO: TRANSPORTATION
REPORTED: JUN 30 1975	SECOND READING: JUN 30 1975
THIRD READING: JUN 30 1975	SIGNED: JUN 30 1975
PRESENTED TO MAYOR: JUL 1 1975	APPROVED: JUL 3 1975
RETD. TO CITY CLERK: JUL 7 1975	PUBLISHED:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:
ENGROSSED:	BY:
VOL. PAGE.....	

Ref 48046

SEE BACK COVER

CF-282328 - Cont of Ina

CF-283642 - INSURANCE RE SKYBRIDGE -- 5-15-76 to 5-15-79.
CF-285533 - INSURANCE -EXP 7-1-80.
CF-288105 - Insurance -Exp 6/30/80.

282053 - Letter of Acceptance -

Bill: Henry L. Skidmore
2200 - 6th Ave
Seattle 98121

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12 CC. - Smalley

ORDINANCE 104686

AN ORDINANCE granting to the United Properties, a joint venture, a renewable ten year permit to construct, maintain and operate a pedestrian sky bridge across the alley paralleling 5th and 6th Avenues and connecting Lenora and Virginia Streets, in Block 15, Heirs of Sarah A. Bell's Addition, specifying the conditions and providing for acceptance.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That there is hereby granted to the United Properties, a joint venture, its successors and assigns, hereinafter called "Permittee," permission, subject to the terms and conditions hereinafter provided, to construct, operate and maintain: a pedestrian bridge, hereinafter called a "skybridge" across the alley paralleling 5th and 6th Avenues and connecting Lenora and Virginia Streets, in Block 15, Heirs of Sarah A. Bell's Addition, said bridge to be located approximately 100 feet south of Lenora Street, to connect Lot 5 on the west side of said alley with Lot 8 on the east side of said alley, to be approximately 7 feet 4 inches wide and its bottommost part shall be constructed approximately twenty-six (26) feet above the existing grade of said alley, to be used by Permittee solely for the purpose of providing overhead access for pedestrians across said alley; and

Section 2. That the permission herein granted to the Permittee, its successors and assigns, shall be for a period of ten (10) years from July 1, 1975, and shall cease and terminate at 11:59 p.m. June 30, 1985, provided, that upon the application of the Permittee, the City Council may, by resolution, renew said permit for two successive ten-year periods provided that the permissions herein granted will not exceed a total of thirty (30) years, subject to the right of the City of Seattle, hereinafter called the "City,"

1 by such renewal resolution, to revise upward or downward the
2 fee provided for in Section 8 hereof and by ordinance to
3 then revise any of the conditions contained herein. In the
4 event that said permit is not renewed or that the permission
5 hereby granted extends to its termination in thirty (30)
6 years on March 31, 2005 or that the City requires the
7 removal of said skybridge, then within ninety (90) days
8 after such expiration or termination or prior to the date
9 stated in an Order to Remove, as the case may be, the Permittee
10 shall remove the skybridge and shall place such portions of
11 said alley which may have been disturbed by reason of such
12 structure in as good condition in all respects as the
13 abutting portions thereof.

14 Section 3. That the Permittee, its successors and
15 assigns, shall not erect, construct, reconstruct, relocate,
16 replace, readjust or repair said pedestrian skybridge except
17 under the supervision and control of, and in strict accordance
18 with plans and specifications approved by the Board of
19 Public Works of the City of Seattle (hereinafter called "the
20 Board"), before any such erection, construction, reconstruction,
21 relocation, replacement, readjustment or repair is commenced.

22 The Permittee, its successors and assigns, when directed to
23 do so by the Board, shall at its own cost and expense,
24 reconstruct, relocate, replace, readjust or repair said
25 skybridge in strict accordance with plans and specifications
26 approved and adopted by the Board, whenever such reconstruction,
27 relocation, replacement, readjustment or repair shall, in
28 the judgment of the Board, be necessary or convenient because
of deterioration or unsafe condition of said skybridge, or
because of grade separations, or because of the installation,
erection, construction, reconstruction, replacement, maintenance,

1 operation or repair of any and all municipally owned public
2 utilities, or for any other cause.

3 Section 4. This permit is subject to the primary use
4 by the City of the said alley as a street and highway and
5 the City expressly reserves the right to require the Per-
6 mittee, its successors and assigns, to remove said skybridge
7 at the Permittee's sole cost and expense when use of the
8 space occupied by said skybridge is convenient or required
9 for any primary use of such street area by the City or if
10 said skybridge interferes with such primary use; and a
11 determination by the City Council, by ordinance, that such
12 space is required for or interferes with such primary use,
13 shall be conclusive and final without any right of the
14 Permittee to resort to the courts to question the same.

15 Section 5. That the Permittee by its acceptance of
16 this ordinance and the permission hereby conferred, covenants
17 and agrees for itself, its successors and assigns, with the
18 City, to at all times protect and save harmless the City
19 from all claims, actions, suits, liability, loss, costs,
20 expenses, or damages of every kind or description which may
21 accrue to, or be suffered by, any person or persons or
22 property, and to appear and defend at its own cost and
23 expense any action or suit instituted or begun against the
24 City for damages, by reason of the erection, maintenance,
25 reconstruction, relocation, replacement, readjustment,
26 repair, operation or use of said skybridge or any actions or
27 omissions of the Permittee, its successors and assigns
28 exercising the permission conferred by this ordinance, and
in case judgment shall be rendered against the City or
against the City and the Permittee, its successors or assigns
in any such suit or action, said Permittee, its successors

1 and assigns, shall fully satisfy such judgment within ninety
2 (90) days after such action or suit shall have been finally
3 determined, if determined adversely to the City. Such
4 indemnity shall include, but not be limited to, any liability
5 as may arise or occur, or be alleged to arise or occur, from
6 concurrent, contributing or joint actions or omissions of
7 Permittee and the City.

8 Section 6. That the Permittee shall forfeit, and
9 shall be deemed to have abandoned the permission granted by
10 this ordinance, unless within sixty (60) days after the
11 approval of this ordinance said Permittee delivers to the
12 City Engineer for filing in the office of the City Clerk a
13 written, executed acceptance of the benefits of this ordinance,
14 and the permission herein conferred, subject to all the
15 terms, conditions, restrictions, restraints, specifications
16 and requirements hereby imposed. The permittee shall also
17 within sixty (60) days after the approval of this ordinance
18 deliver to said City Engineer for filing in the office of
19 the City Clerk, a good and sufficient bond in the sum of
20 Seven Thousand Five Hundred Dollars (\$7,500), executed by a
21 surety company authorized and qualified to do business in
22 the State of Washington, conditioned that the Permittee, its
23 successors and assigns strictly comply with each and every
24 provision of this ordinance; provided, however, that whenever
25 in the judgment of the Mayor of the City any bond or bonds
26 filed pursuant to the provisions hereof shall be deemed
27 insufficient to fully protect the City, the Permittee shall,
28 upon demand by said Mayor, furnish a new or additional bond
in such amount as may be specified by said Mayor.

Section 7. So long as the Permittee shall exercise
any privilege or authority conferred by this ordinance, it

1 shall, in connection therewith, provide and maintain in full
2 force and effect, public liability insurance naming the City
3 as an additional insured, providing for a limit of not less
4 than Two Million Dollars (\$2,000,000), for all damages
5 arising out of any one occurrence, including subject to that
6 limit, all damages arising out of bodily injuries to or
7 death of one or more persons and all damage arising out of
8 injury to or destruction of property; Provided, however,
9 that whenever in the judgment of the Mayor of the City of
10 Seattle, such public liability insurance filed pursuant to
11 the provisions hereof shall be deemed insufficient to fully
12 protect the City of Seattle, the Permittee, shall, upon
13 demand by said Mayor, furnish additional insurance in such
14 amount as may be specified by said Mayor. A copy of such
15 policy or policies or certificate or certificates evidencing
16 the same shall be delivered to the City Engineer for filing
17 in the office of the City Clerk within sixty (60) days after
18 approval of this Ordinance and shall provide for ten (10)
19 days notice to the City Engineer of any change, cancellation
20 or lapse thereof.

21 Section 8. That the Permittee, its successors and,
22 assigns, shall pay to the City of Seattle such amounts as
23 may be justly chargeable by said City as costs of inspection
24 of said skybridge during construction, reconstruction or at
25 other times under the direction of the Board and shall pay
26 annually in advance to The City of Seattle on bills rendered
27 by the City Engineer a fee of One Hundred Fifty Dollars
28 (\$150) for the permission granted and exercised hereunder.

Section 9. That the permission hereby conferred shall
not be assignable or transferable by operation of law, nor
shall the Permittee assign, transfer, mortgage, pledge or

(To be used for all Ordinances except Emergency.)

encumber the same, without the consent of the City Council by resolution. In the event of such transfer, the terms and conditions of this ordinance shall bind all successors and assigns.

Section 10. That the permission granted by this ordinance may be cancelled, forfeited and abrogated by the City Council, if the same are not exercised in full accordance with the provisions hereof.

Section 11. That any act pursuant to the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 12. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 30 day of June, 1975,
and signed by me in open session in authentication of its passage this 30 day of
June, 1975.

President of the City Council.

Approved by me this 3 day of July, 1975.

Mayor.

Filed by me this 3 day of July, 1975.

Attest: C. J. Glendon
City Comptroller and City Clerk.

(SEAL)

Published

By J. F. Fenton
Deputy Clerk.

The City of Seattle--Legislative Department

MR. PRESIDENT:

Date Reported
and Adopted

JUN 30 1975

Your Committee on

TRANSPORTATION

to which was referred

C.B. 96473

Granting to the United Properties, a joint venture, a renewable ten year permit to construct, maintain and operate a pedestrian sky bridge across the alley paralleling 5th and 6th Avenues and connecting Lenora and Virginia Streets, in Block 15, Heirs of Sarah A. Bell's Addition, specifying the conditions and providing for acceptance.

RECOMMEND THAT ENGROSSED C.B. 96473 BE SUBSTITUTED FOR THE ORIGINAL C.B. 96473 AND WHEN SO SUBSTITUTED, THE SAME DO PASS.

Ed. J. Benson TRANS.
Chairman

Chairman

Committee

Committee

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The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

ORDINANCE NO 104686

was published on July 9, 1975

July 9, 1975

Notary Public for the State of Washington,
residing in Seattle.

ORDINANCE 104686

AN ORDINANCE granting to the United Properties, a joint venture, a renewable ten-year permit to construct, maintain and operate a pedestrian sky bridge across the alley paralleling 5th and 6th Avenues and connecting Lenora and Virginia Streets, in Block 16, heirs of Sarah A. Ball's Addition, specifying the conditions and providing for acceptance.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That there is hereby granted to the United Properties, a joint venture, its successors and assigns, hereinafter called "Permittee," permission, subject to the terms and conditions hereinafter provided, to construct, operate and maintain a pedestrian bridge, hereinafter called a "skybridge," across the alley paralleling 5th and 6th Avenues and connecting Lenora and Virginia Streets, in Block 16, heirs of Sarah A. Ball's Addition, said bridge to be located approximately 100 feet south of Lenora Street, to connect Lot 6 on the west side of said alley with Lot 8 on the east side of said alley, to be approximately 7 feet 4 inches wide and its construction shall be constructed approximately twenty-six (26) feet above the existing grade of said alley, to be used by Permittee solely for the purpose of providing overhead access for pedestrians across said alley; and

Section 2. That the permission herein granted to the Permittee, its successors and assigns, shall be for a period of ten (10) years from July 1, 1976, and shall cease and terminate at 11:59 p. m. June 30, 1986, provided that upon the application of the Permittee, the City Council may, by resolution, renew said permit for two successive ten-year periods provided that the permissions herein granted will not exceed a total of thirty (30) years, subject to the right of the City of Seattle, hereinafter called the "City," by such renewal resolution, to revise upward or downward the fee provided for in Section 8 hereof and by ordinance to then revise any of the conditions contained herein. In the event that said permit is not renewed or that the permission hereby granted extends to its termination in thirty (30) years on March 1, 2005 or that the City requires the removal of said skybridge, then within ninety (90) days after such expiration or termination or prior to the date stated in an Order to Remove, as the case may be, the Permittee shall remove the skybridge and shall place such portions of said alley which may have been disturbed by reason of such structure in as good condition in all respects as the abutting portions thereof.

Section 3. That the Permittee, its successors and assigns, shall not erect, construct, reconstruct, relocate, replace, readjust or repair said pedestrian skybridge except under the supervision and control of, and in strict accordance with plans and specifications approved by the Board of Public Works of the City of Seattle (hereinafter called "the Board"), before any such erection, construction, reconstruction, relocation, replacement, readjustment or repair is commenced. The Permittee, its successors and assigns, when directed to do so by the Board, shall at its own cost and expense, reconstruct, relocate, replace, readjust or repair said skybridge in strict accordance with plans and specifications approved and adopted by the Board, whenever such reconstruction, relocation, replacement, readjustment or repair shall, in the judgment of the Board, be necessary or convenient because of deterioration or unsafe condition of said skybridge, or because of grade separations, or because of the installation, erection, reconstruction, reconstruction, replacement, maintenance, operation or repair of any and all municipally owned public utilities, or for any other cause.

Section 4. This permit is subject to the primary use by the City of the said alley as a street and highway and the City expressly reserves the right to require the Permittee, its successors and assigns, to remove said skybridge at the Permittee's sole cost and expense when use of the space occupied by said skybridge is convenient or required for any primary use of such street area by the City or if said skybridge interferes with such primary use, and a determination by the City Council, by ordinance, that such space is required for or interferes with such primary use, shall be conclusive and final without any right of the Permittee to resort to the courts to question the same.

Section 5. That the Permittee by its acceptance of this ordinance and the permission hereby conferred, covenants and agrees for itself, its successors and assigns, with the City, to at all times protect and save harmless suits, liability, loss, costs, expense or damages of every kind to, or be suffered by, any person or persons or property

Affidavit of Publication

STATE OF WASHINGTON,
KING COUNTY—SS.

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below

stated period. The annexed notice, a

ORDINANCE NO 104686

was published on July 9, 1975

[Signature]

Subscribed and sworn to before me on

July 9, 1975

[Signature]
Notary Public for the State of Washington,
residing in Seattle.

quity the Permittee, its successors and assigns, to remove said skybridge at the Permittee's sole cost and expense when use of the space occupied by said skybridge is convenient or required for any primary use of such street area by the City or if said skybridge interferes with such primary use and a determination by the City Council, by ordinance, that such space is required for or interferes with such primary use shall be conclusive and final without any right of the Permittee to resort to the courts to question the same.

Section 5. That the Permittee, by its acceptance of this ordinance and the permission hereby conferred, covenants and agrees for itself, its successors and assigns, with the City, to at all times protect and save harmless the City from all claims, actions, suits, liability, loss, costs, expenses, or damages of every kind or description which may accrue to or be suffered by any person or persons or property, and to appear and defend any action or suit instituted or begun against the City for damages, by reason of the erection, maintenance, reconstruction, relocation, replacement, readjustment, repair, operation or use of said skybridge or any actions or omissions of the Permittee, its successors and assigns, exercising the permission conferred by this ordinance, and in case judgment shall be rendered against the City or against the Permittee, its successors or assigns, in any such suit or action, said Permittee, its successors and assigns, shall fully satisfy such judgment within ninety (90) days after such action or suit shall have been finally determined. If determined adversely to the City, such indemnity shall include, but not be limited to, any liability as may arise or occur, or be alleged to arise or occur, from concurrent, contributing or joint actions or omissions of Permittee and the City.

Section 6. That the Permittee shall forfeit, and shall be deemed to have abandoned the permission granted by the ordinance, unless within sixty (60) days after the approval of this ordinance said Permittee delivers to the City Engineer for filing in the office of the City Clerk a written, executed acceptance of the benefits of this ordinance, and the permission herein conferred, subject to all the terms, conditions, restrictions, restraints, specifications and requirements hereby imposed. The permittee shall also within sixty (60) days after the approval of this ordinance deliver to said City Engineer for filing in the office of the City Clerk a good and sufficient bond in the sum of Seven Thousand Five Hundred Dollars (\$7,500), executed by a surety company authorized and qualified to do business in the State of Washington, conditioned that the Permittee, its successors and assigns strictly comply with each and every provision of this ordinance; provided, however, that whenever in the judgment of the Mayor of the City any bond or bonds filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City, the Permittee shall, upon demand by said Mayor, furnish a new or additional bond in such amount as may be specified by said Mayor.

Section 7. So long as the Permittee shall exercise any privilege or authority conferred by this ordinance, it shall, in connection therewith, provide and maintain in full force and effect public liability insurance naming the City as an additional insured, providing for a limit of not less than Two Million Dollars (\$2,000,000), for all damages arising out of any one occurrence, including subject to that limit, all damages arising out of bodily injuries to or death of one or more persons and all damages arising out of injury to or destruction of property. Provided, however, that whenever in the judgment of the Mayor of the City of Seattle, such public liability insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee, shall, upon demand by said Mayor, furnish additional insurance in such amount as may be specified by said Mayor. A copy of such policy or policies or certificate or certificates evidencing the same shall be delivered to the City Engineer for filing in the office of the City Clerk within sixty (60) days after approval of this Ordinance and shall provide for ten (10) days notice to the City Engineer of any change, cancellation or lapse thereof.

Section 8. That the Permittee, its successors and assigns, shall pay to the City of Seattle chargeable by said City as costs of inspection of said skybridge during construction, reconstruction or at other times under the direction of the Board and shall pay annually in advance to the City of Seattle on bills rendered by the City Engineer a fee of One Hundred Fifty Dollars (\$150) for the permission granted and exercised hereunder.

Section 9. That the permission hereby conferred shall not be assignable or transferable by operation of law, nor shall the Permittee assign, transfer, mortgage, pledge or encumber the same, without the consent of the City Council by resolution. In the event of such transfer, the terms and conditions of this ordinance shall bind all successors and assigns.

Section 10. That the permission granted by this ordinance may be canceled, forfeited and abro-

may, after such denial or suit shall have been finally determined, if determined adversely to the City. Such indemnity shall include, but not be limited to, any liability as may arise or occur, or be alleged to arise or occur, from concurrent, contributing or joint actions or omissions of Permittee and the City.

Section 6. That the Permittee shall forfeit, and shall be deemed to have abandoned the permission granted by this ordinance, unless within sixty (60) days after the approval of this ordinance said Permittee delivers to the City Engineer for filing in the office of the City Clerk a written, executed acceptance of the benefits of this ordinance, and the permittee shall also impose, within sixty (60) days after the approval of this ordinance, a bond in the sum of Seven Thousand Five Hundred Dollars (\$7,500), executed by a surety company authorized and qualified to do business in the State of Washington, conditioned that the Permittee, its successors and assigns strictly comply with each and every provision of this ordinance; provided, however, that whenever in the judgment of the Mayor of the City any bond or bonds filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City, the Permittee shall, upon demand by said Mayor, furnish a new or additional bond in such amount as may be specified by said Mayor.

Section 7. So long as the Permittee shall exercise any privilege or authority conferred by this ordinance, it shall, in connection therewith, provide and maintain in full force and effect, public liability insurance naming the City as an additional insured, providing for a limit of not less than Two Million Dollars (\$2,000,000), for all damages arising out of any one occurrence, including subject to that limit, all damages arising out of bodily injuries to or death of one or more persons and all damage arising out of injury to or destruction of property. Provided, however, that whenever in the judgment of the Mayor of the City of Seattle, such public liability insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by said Mayor, furnish additional insurance in such amount as may be specified by said Mayor. A copy of such policy or policies or certificate or certificates evidencing the same shall be delivered to the City Engineer for filing in the office of the City Clerk within sixty (60) days after approval of this Ordinance, and shall provide for ten (10) days notice to the City Engineer of any change, cancellation or lapse thereof.

Section 8. That the Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City as costs of inspection of said skybridge during construction, reconstruction or at other times under the direction of the Board and shall pay annually in advance to the City of Seattle on bills rendered by the City Engineer a fee of One Hundred Fifty Dollars (\$150) for the permission granted and exercised hereunder.

Section 9. That the permission hereby conferred shall not be assignable or transferable by operation of law; nor shall the Permittee assign, transfer, mortgage, pledge or encumber the same, without the consent of the City Council by resolution. In the event of such transfer, the terms and conditions of this ordinance shall bind all successors and assigns.

Section 10. That the permission granted by this ordinance may be cancelled, forfeited and abrogated by the City Council, if the same are not exercised in full accordance with the provisions hereof.

Section 11. That any act pursuant to the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 12. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall become effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 30th day of June, 1975, and signed by me in open session in authentication of its passage this 30th day of June, 1975.

SAM SMITH,
President of the City Council.
Approved by me this 3rd day of July, 1975.

WES UHLMAN,
Mayor.

Filed by me this 8rd day of July, 1975.

Attest: C. G. BRLANDSON,
City Comptroller and
City Clerk.

(Seal) By J. F. FENTON,
Deputy Clerk.

Publication ordered by C. G. BRLANDSON, Comptroller and City Clerk.

Date of Official Publication in the Daily Journal of Commerce, Seattle, July 9, 1975. (C-122)

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ORD# 104686

FILED
CITY OF SEATTLE

1989 SEP 12 PM 4:50

CONTROLLER AND CITY CLERK

TO: Michael Saunders
City Clerk

FROM: Franchises, Utilities and
Street Use

Please file attached document with Ordinance Number 104686.

Jack Hay
Ray Allwine



SURETY RIDER

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY
OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98105

To be attached to and form a part of

Bond No. 2596401

Type of
Bond: **ORDINANCE BOND NO. 104686-INSTALL & MAINTAIN SKYBRIDGE**

dated 7-3-75
effective (MONTH-DAY-YEAR)

executed by **UNITED PROPERTIES**
(PRINCIPAL)

,as Principal,

and by **SAFECO INSURANCE COMPANY OF AMERICA**
(SURETY)

,as Surety,

in favor of **CITY OF SEATTLE.**
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing
THE NAME OF THE PRINCIPAL:

**FROM UNITED PROPERTIES
TO CLISE, INC. & HAMMER COMPANY**

FILED
CITY OF SEATTLE
1986 SEP 12 PM 4:50
COMPTROLLER AND CITY CLERK

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider
is effective **07/21/1986**
(MONTH-DAY-YEAR)

Signed and Sealed **8-5-86**
(MONTH-DAY-YEAR)

CLISE, INC. & HAMMER COMPANY
(PRINCIPAL)

By: *O. S. Rasmussen*
(PRINCIPAL) O. S. Rasmussen (TITLE) Sec.-Treas. of
SAFECO INSURANCE COMPANY OF AMERICA Clise, Inc.

By: *Susan C. Brown*
(ATTORNEY-IN-FACT) Susan C. Brown



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POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 7352

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

-----SUSAN C. BROWN, Redmond, Washington-----

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 8th day of February, 19 85

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Boh A. Dickey, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 5th day of August, 19 86

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PRINTED IN U.S.A.

Addition to
Ordinance 104686

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Original C.B. 96473

ZZ 53

Ordinance No.

AN ORDINANCE granting to the United Properties, a joint venture, a renewable ten year permit to construct, maintain and operate a pedestrian sky bridge across the alley paralleling 5th and 6th Avenues and connecting Lenora and Virginia Streets, in Block 15, Heirs of Sarah A. Bell's Addition, specifying the conditions and providing for acceptance.

6-25-75 pass as Amended

COMPTROLLER
FILE NUMBER 291484

Council Bill No. 96473

INTRODUCED: <u>JUN 23 1975</u>	BY: BENSON
REFERRED: <u>JUN 23 1975</u>	TO: TRANSPORTATION
REFERRED:	
REFERRED:	
REPORTED:	SECOND READING:
THIRD READING:	SIGNED:
PRESENTED TO MAYOR:	APPROVED:
RETD. TO CITY CLERK:	PUBLISHED:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:

CSG 0.1.97

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TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY
THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

 Ed. J. Benson

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO:

Team

FIN

 Grim Hill

PRO TEM PRESIDENT'S SIGNATURE

C S. 20.28

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ORDINANCE _____

AN ORDINANCE granting to the United Properties, a joint venture, a renewable ten year permit to construct, maintain and operate a pedestrian sky bridge across the alley paralleling 5th and 6th Avenues and connecting Lenora and Virginia Streets, in Block 15, Heirs of Sarah A. Bell's Addition, specifying the conditions and providing for acceptance.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That there is hereby granted to the United Properties, a joint venture, its successors and assigns, hereinafter called "Permittee," permission, subject to the terms and conditions hereinafter provided, to construct, operate and maintain: a pedestrian bridge, hereinafter called a "skybridge" across the alley paralleling 5th and 6th Avenues and connecting Lenora and Virginia Streets, in Block 15, Heirs of Sarah A. Bell's Addition, said bridge to be located approximately 100 feet south of Lenora Street, to connect Lot 4 on the west side of said alley with Lot 9 on the east side of said alley, to be approximately 7 feet 4 inches wide and its bottommost part shall be constructed approximately twenty-six (26) feet above the existing grade of said alley, to be used by Permittee solely for the purpose of providing overhead access for pedestrians across said alley; and .

Section 2. That the permission herein granted to the Permittee, its successors and assigns, shall be for a period of ten (10) years from April 1, 1975, and shall cease and terminate at 11:59 p.m. March 31, 1985, provided, that upon the application of the Permittee, the City Council may, by resolution, renew said permit for two successive ten-year periods provided that the permissions herein granted will not exceed a total of thirty (30) years, subject to the right of The City of Seattle, hereinafter called the "City,"

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1 by such renewal resolution, to revise upward or downward the
2 fee provided for in Section 8 hereof and by ordinance to
3 then revise any of the conditions contained herein. In the
4 event that said permit is not renewed or that the permission
5 hereby granted extends to its termination in thirty (30)
6 years on March 31, 2005 or that the City requires the
7 removal of said skybridge, then within ninety (90) days
8 after such expiration or termination or prior to the date
9 stated in an Order to Remove, as the case may be, the Permittee
10 shall remove the skybridge and shall place such portions of
11 said alley which may have been disturbed by reason of such
12 structure in as good condition in all respects as the
abutting portions thereof.

13 Section 3. That the Permittee, its successors and
14 assigns, shall not erect, construct, reconstruct, relocate,
15 replace, readjust or repair said pedestrian skybridge except
16 under the supervision and control of, and in strict accordance
17 with plans and specifications approved by the Board of
18 Public Works of the City of Seattle (hereinafter called "the
19 Board"), before any such erection, construction, reconstruction,
20 relocation, replacement, readjustment or repair is commenced.

21 The Permittee, its successors and assigns, when directed to
22 do so by the Board, shall at its own cost and expense,
23 reconstruct, relocate, replace, readjust or repair said
24 skybridge in strict accordance with plans and specifications
25 approved and adopted by the Board, whenever such reconstruction,
26 relocation, replacement, readjustment or repair shall, in
27 the judgment of the Board, be necessary or convenient because
28 of deterioration or unsafe condition of said skybridge, or
because of grade separations, or because of the installation,
erection, construction, reconstruction, replacement, maintenance,

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1 operation or repair of any and all municipally owned public
2 utilities, or for any other cause.

3 Section 4. This permit is subject to the primary use
4 by the City of the said alley as a street and highway and
5 the City expressly reserves the right to require the Per-
6 mittee, its successors and assigns, to remove said skybridge
7 at the Permittee's sole cost and expense when use of the
8 space occupied by said skybridge is convenient or required
9 for any primary use of such street area by the City or if
10 said skybridge interferes with such primary use; and a
11 determination by the City Council, by ordinance, that such
12 space is required for or interferes with such primary use,
13 shall be conclusive and final without any right of the
14 Permittee to resort to the courts to question the same.

15 Section 5. That the Permittee by its acceptance of
16 this ordinance and the permission hereby conferred, covenants
17 and agrees for itself, its successors and assigns, with the
18 City, to at all times protect and save harmless the City
19 from all claims, actions, suits, liability, loss, costs,
20 expenses, or damages of every kind or description which may
21 accrue to, or be suffered by, any person or persons or
22 property, and to appear and defend at its own cost and
23 expense any action or suit instituted or begun against the
24 City for damages, by reason of the erection, maintenance,
25 reconstruction, relocation, replacement, readjustment,
26 repair, operation or use of said skybridge or any actions or
27 omissions of the Permittee, its successors and assigns
28 exercising the permission conferred by this ordinance, and
in case judgment shall be rendered against the City or
against the City and the Permittee, its successors or assigns
in any such suit or action, said Permittee, its successors

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1 and assigns, shall fully satisfy such judgment within ninety
2 (90) days after such action or suit shall have been finally
3 determined, if determined adversely to the City. Such
4 indemnity shall include, but not be limited to, any liability
5 as may arise or occur, or be alleged to arise or occur, from
6 concurrent, contributing or joint actions or omissions of
7 Permittee and the City.

8 Section 6. That the Permittee shall forfeit, and
9 shall be deemed to have abandoned the permission granted by
10 this ordinance, unless within sixty (60) days after the
11 approval of this ordinance said Permittee delivers to the
12 City Engineer for filing in the office of the City Clerk a
13 written, executed acceptance of the benefits of this ordinance,
14 and the permission herein conferred, subject to all the
15 terms, conditions, restrictions, restraints, specifications
16 and requirements hereby imposed. The permittee shall also
17 within sixty (60) days after the approval of this ordinance
18 deliver to said City Engineer for filing in the office of
19 the City Clerk, a good and sufficient bond in the sum of
20 Seven Thousand Five Hundred Dollars (\$7,500), executed by a
21 surety company authorized and qualified to do business in
22 the State of Washington, conditioned that the Permittee, its
23 successors and assigns strictly comply with each and every
24 provision of this ordinance; provided, however, that whenever
25 in the judgment of the Mayor of the City any bond or bonds
26 filed pursuant to the provisions hereof shall be deemed
27 insufficient to fully protect the City, the Permittee shall,
28 upon demand by said Mayor, furnish a new or additional bond
in such amount as may be specified by said Mayor.

Section 7. So long as the Permittee shall exercise
any privilege or authority conferred by this ordinance, it

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1 shall, in connection therewith, provide and maintain in full
2 force and effect, public liability insurance naming the City
3 as an additional insured, providing for a limit of not less
4 than Two Million Dollars (\$2,000,000), for all damages
5 arising out of any one occurrence, including subject to that
6 limit, all damages arising out of bodily injuries to or
7 death of one or more persons and all damage arising out of
8 injury to or destruction of property; Provided, however,
9 that whenever in the judgment of the Mayor of the City of
10 Seattle, such public liability insurance filed pursuant to
11 the provisions hereof shall be deemed insufficient to fully
12 protect the City of Seattle, the Permittee, shall, upon
13 demand by said Mayor, furnish additional insurance in such
14 amount as may be specified by said Mayor. A copy of such
15 policy or policies or certificate or certificates evidencing
16 the same shall be delivered to the City Engineer for filing
17 in the office of the City Clerk within sixty (60) days after
18 approval of this Ordinance and shall provide for ten (10)
19 days notice to the City Engineer of any change, cancellation
20 or lapse thereof.

21 Section 8. That the Permittee, its successors and
22 assigns, shall pay to the City of Seattle such amounts as
23 may be justly chargeable by said City as costs of inspection
24 of said skybridge during construction, reconstruction or at
25 other times under the direction of the Board and shall pay
26 annually in advance to The City of Seattle on bills rendered
27 by the City Engineer a fee of One Hundred Fifty Dollars
28 (\$150) for the permission granted and exercised hereunder.

Section 9. That the permission hereby conferred shall
not be assignable or transferable by operation of law, nor
shall the Permittee assign, transfer, mortgage, pledge or

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(To be used for all Ordinances except Emergency.)

encumber the same, without the consent of the City Council by resolution. In the event of such transfer, the terms and conditions of this ordinance shall bind all successors and assigns.

Section 10. That the permission granted by this ordinance may be cancelled, forfeited and abrogated by the City Council, if the same are not exercised in full accordance with the provisions hereof.

Section 11. That any act pursuant to the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 12. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the _____ day of _____, 19____,
and signed by me in open session in authentication of its passage this _____ day of _____, 19____.

President of the City Council.

Approved by me this _____ day of _____, 19____.

Mayor.

Filed by me this _____ day of _____, 19____.

Attest: _____
City Comptroller and City Clerk.

(SEAL)

Published

By _____
Deputy Clerk.

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